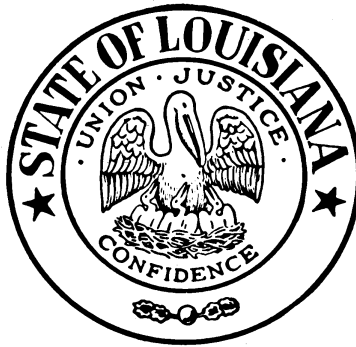


# **REQUEST FOR PROPOSAL**

## **ELECTRONIC CREDIT CARD AND DEBIT CARD PROCESSING FOR THE LOUISIANA DEPARTMENT OF REVENUE (LDR)**



**File Number: A3000014334P**

**Solicitation Number: 3000014334**

**Proposal Opening Date: February 12, 2020**

**Proposal Opening Time: 10:00 A.M. CT**

**State of Louisiana  
Office of State Procurement**

**January 3, 2020**

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**REQUEST FOR PROPOSAL  
FOR  
ELECTRONIC CREDIT CARD AND DEBIT CARD PROCESSING FOR  
THE LOUISIANA DEPARTMENT OF REVENUE (LDR)**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing a commercial off-the-shelf (COTS) Interactive Voice Response (IVR) service and Internet Payment Modules for the payment of taxes, fees and fines (tax debt) administered by the Department as well as non-tax debt collected by its Office of Debt Recovery via credit cards and debit cards.

Louisiana Revised Statute 49:316.1(A)(2)(c) allows for a convenience fee to be paid directly to a third-party credit card and/or debit card processor by a payor. La. R.S. 49:316.1(A)(2)(c) provides that the amount of the convenience fee, after review and recommendation by the Treasurer, shall be approved by the Senate Committee on Revenue and Fiscal Affairs and the House Committee on Ways and Means.

**1.2 Background**

In 2005, LDR issued an RFP to procure hosted services for offering taxpayers of Louisiana the option to use credit and debit cards for the payment of taxes, fees and fines owed to the Department.

LDR plans to continue offering Interactive Voice Response (IVR) service and Internet Payment Modules to taxpayers of Louisiana for the payment of taxes, fees and fines (tax debt) administered by the Department as well as non-tax debt collected by its Office of Debt Recovery via credit cards and debit cards. Additionally, LDR desires tax and non-tax collections to be made through one user experience.

The data provided below represents tax payment amounts collected via credit card, debit card and e-payments for the last three (3) fiscal years by LDR. The data available does not differentiate between credit or debit cards.

<b>Tax Type of Credit Card, Debit Cards &amp; E-Payments Payments</b>	<b>FY18</b>	<b>FY17</b>	<b>FY16</b>
Business	\$4,978,794.11	\$5,494,110.91	\$4,463,477.99
Individual Income	\$15,840,217.02	\$17,942,071.18	\$17,040,283.53
Totals	\$20,819,011.13	\$23,436,182.09	\$21,503,761.52

### **1.3 Goals and Objectives**

LDR desires to continue offering taxpayers and debtors of Louisiana a convenient electronic method for the payment of taxes, fees and fines (tax debt) administered by the Department as well as non-tax debt collected by its Office of Debt Recovery that will assist in accomplishing two (2) of the major goals of the Department's Tax Collection Program and its Office of Debt Recovery. Those goals are:

1. To ensure that the experience of doing business with the Department is easy and simple: and
2. To maximize revenues through the use of more efficient mechanisms for the collection of tax and non-tax debt.

The Louisiana Department of Revenue desires to contract with a company that will provide IVR and Internet Payment Modules for the payment of taxes, fees and fines (tax debt) administered by the Department, as well as non-tax debt collected by its Office of Debt Recovery via credit cards and debit cards. This is a no cost contract to the State. LDR will not pay any payments to the Contractor for the services. All payments to the Contractor will come from a convenience fee charged by the Contractor to the cardholder.

### **1.4 Term of Contract**

The term of any contract resulting from this solicitation shall be for an initial period of sixty (60) months to begin on or about July 1, 2020 and to end June 30, 2025, unless otherwise terminated in accordance with the termination provisions of the Contract.

### **1.5 Definitions**

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. Contract – A legal binding agreement between the State and the awarded Contractor(s).
- C. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. Convenience Fee- The fee charged to a taxpayer by the Contractor for the convenience of using the services to make tax or debt payments.
- E. Debtor- A person or business entity that pays any debt, penalty, interest, fine and/or fee assessed by or due to the State or any of its agencies and collected by the Office of Debt Recovery.

- F. Department- The Louisiana Department of Revenue.
- G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. May- The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- I. Must- The term denotes mandatory requirements
- J. No Cost Contract- A contract resulting from this RFP by which the Contractor will provide services at no cost to the State.
- K. Non-Tax Payment- The money received from a debtor as a payment for any debt, penalty, interest, fine and/or fee assessed by or due to the State or any of its agencies and collected by the Office of Debt Recovery.
- L. Proposal – A submission by the Proposer to enter into a Contract with the State to supply and support the products and/or services described, in accordance with the RFP specifications.
- M. Proposer- A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- N. Settlement Bank Account -The financial institution and bank account designated, in writing, by the Louisiana State Treasurer for settlement and chargeback of all credit and debit card transactions.
- O. Shall- The term denotes mandatory requirements per La. R.S. 39:1556(52).
- P. Should- The term denotes a desirable action.
- Q. State-The State of Louisiana.
- R. Taxpayer- A person or business entity that pays taxes or is subject to taxation.
- S. Tax Payment- The money received from a taxpayer as a payment for any tax, penalty, interest, fine and/or fee assessed by or due to the Louisiana Department of Revenue.

### **1.5.1 Acronyms**

- A. ACH - Automated Clearing House
- B. COTS – Commercial off-the-shelf
- C. DOA – Division of Administration

- D. FTI – Federal Tax Information
- E. FTP - File Transfer Protocol
- F. IVR - Interactive Voice Response
- G. LDR - Louisiana Department of Revenue
- H. ODR - Office of Debt Recovery
- I. OSP – Office of State Procurement
- J. RFP – Request for Proposal

## 1.6 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP posted to LaPAC; and Blackout Period begins	January 3, 2020	
2. Deadline to receive written inquiries	January 15, 2020	
3. Deadline to answer written inquiries	January 29, 2020	
4. Proposal Opening Date (Proposal Submission Deadline)	February 12, 2020	10:00 A.M.
5. Oral discussions with Proposers, if applicable		To be scheduled
6. Best and Final Offer with Proposers, if applicable		To be scheduled
7. Notice of Intent to Award to be issued		To be scheduled
8. Contract Initiation		To be scheduled

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format



or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement **no later than the date and time shown in the Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X     **Proposal Name: Electronic Credit Card and Debit Card Processing**
- X     **File Number: A3000014334P , Solicitation Number: 3000014334**
- X     **Proposal Opening Date and Time: February 12, 2020 at 10:00 A.M. CT**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to the Office of State Procurement physical location.**

Proposals may be mailed through the U. S. Postal Service to the Office of State Procurement box at:

Office of State Procurement  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Proposals may be delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement  
Claiborne Building  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

### **1.8 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**

3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
  - C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.
  - D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.
  - E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
  - F. **Project Schedule:** Detailed schedule of implementation plan (if applicable) and agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
  - G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment G: Worksheet for Convenience Fee** of this RFP. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all

costs the Contractor wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

## **1.9 Number of Response Copies**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Seven (7) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

## **1.10 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## **1.11 Confidential Information, Trade Secrets, and Proprietary Information**

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”*

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

NOT REQUIRED FOR THIS RFP.

### **1.12.2 Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for this RFP, Monica Clark, by mail, express courier, e-mail, hand, or fax:

Office of State Procurement  
Attention: Monica Clark  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail: [monica.clark2@la.gov](mailto:monica.clark2@la.gov)

Phone: (225) 342-7938 Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's

responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg)

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.13 Errors and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP.

### **1.15 Performance Bond**

The successful Proposer shall be required to provide a performance (surety) bond in the amount of five hundred thousand dollars (\$500,000) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.



No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

#### **1.16 Fidelity Bond Requirements**

The Contractor shall be required to provide a Fidelity Bond in the amount of one million dollars (\$1,000,000) to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Louisiana Department of Revenue shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

#### **1.17 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

#### **1.18 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

### **1.19 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **1.22 Ownership of Proposal**

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.23 Cost of Offer Preparation**

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the

Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

#### **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### **1.25 Taxes**

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

#### **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

#### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **1.28 Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

### **1.29 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the Director of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

### **1.33 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate the State to a commitment to enter into a contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.35 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment E: Sample Generic Contract** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and

conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.36 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Procurement, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### **1.37 Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-7938 or E-mail to [monica.clark2@la.gov](mailto:monica.clark2@la.gov).

### 1.38 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment F: Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment F: Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### 1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### 1.40 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.41 Payment**

### **1.41.1 Payment for Services**

The Contractor shall provide the referenced credit card and debit card processing services at no cost to the State. The Contractor will be allowed to charge a convenience fee to the debtor or taxpayer.



### **1.41.2 Late Payments**

NOT REQUIRED FOR THIS RFP.

### **1.41.3 Electronic Vendor Payment Solutions**

NOT REQUIRED FOR THIS RFP.

## **1.42 Termination**

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **1.42.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

### **1.42.2 Termination of the Contract for Convenience**

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

### **1.44 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.45 Audit of Records**

The State legislative auditor, federal auditors and internal auditors of the Louisiana Department of Revenue, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.46 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment

Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51 Substitution of Personnel**

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

### **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

#### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **1.56 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

#### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and

according to its current description (including any completion criteria) contained in the scope of work.

**No Surreptitious Code Warranty.** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

#### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

#### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

NOT REQUIRED FOR THIS RFP.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The scope of work can be found in **Attachment A: Scope of Work/Services** of this RFP.

### **2.2 Deliverables**

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

The minimum deliverables are:

- A viable, COTS system for credit card and debit card processing via both the internet and Interactive Voice Response (IVR).
- Weekly implementation status reports.
- A Transaction Log report and an electronic flat file in ACH format on a daily basis of all tax and non-tax payment transactions processed the previous day. Information regarding the required ACH format can be found in **Attachment H: Credit Card ACH File Requirements** of this RFP.
- Daily reports of all funds settled to the Department of Treasury's bank account(s).
- The system shall provide reports on daily and monthly transaction activity.

### **2.3 Convenience Fee Schedule**

Fee proposed by the Proposer shall be submitted on the Fee Schedule furnished herein on **Attachment G: Worksheet for Convenience Fee**. The fee proposed shall be inclusive of a cost to perform the services required in this RFP and the fee shall be fixed and firm for the duration of the contract.

### **2.4 Location**

The location the service is to be performed, completed and managed is at the Contractor's location(s).



## 2.5 Proposal Elements

### 2.5.1 Financial

The Proposer shall provide a certification statement that the referenced credit card and debit card processing services will be at no cost to the State.

This RFP will result in a no cost contract to the State. All payments to the Contractor will come from the convenience fee charged to the cardholder. LDR will not pay any payments to the Contractor for their services. Proposers shall provide the fee that will be charged to the taxpayer and/or debtor for paying by the credit card and debit card method on **Attachment G: Worksheet for Convenience Fee**. Proposer should also explain in its proposal how credit card branded ATM cards (ATM cards with a VISA or MasterCard logo that debit checking accounts through the credit card system) will be charged.

### 2.5.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- The qualifications and experience requested in **Section 1.8.C** of this RFP along with the information regarding:
  1. Proposer's prior experience with state or local taxing jurisdictions;
  2. Proposer's prior experience with governmental jurisdictions;
  3. Proposer's prior experience with non-governmental entities;
  4. References; and,
  5. Depth and commitment of resources for system and payment support issues

At least three (3) references that show state or local taxing jurisdiction; governmental jurisdiction or non-governmental entity experience is required. However, at least one (1) reference shall be from a state or local taxing jurisdiction. Include a contact person, email address, and telephone number for each reference.

- The technical material requested in **Section 1.8.D** of this RFP.
- Plans and schedule for implementation of the system.
- The General Mandatory Requirements outlined in Section 2.0 of **Attachment A: Scope of Work/Services** of this RFP.
- The Contractor's System Mandatory Requirements outlined in Section 3.0 of **Attachment A: Scope of Work/Services** of this RFP.
- The Report Requirements outlined in Section 6.0 of **Attachment A: Scope of**

**Work/Services** of this RFP.

- In addressing the items listed above, each Proposer should also address the following items:
  1. Proposed functional specifications describing work processes and data flow
  2. Capacity capabilities of the proposed system
  3. Privacy, security, backup and disaster recovery plans for the proposed system
  4. Fraud protection built into the proposed system
  5. Transaction Processing network employed by the proposed system and the types of card types/brands used for payment
  6. Marketing support plan
  7. Customer Service plan
  8. Innovative Concepts
  9. Project Schedule

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

**2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	48
Convenience Service Fee Proposal ( <b>Section 3.2</b> )	40
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors include:

A. Capability to Perform/Approach and Methodology (38 points)

B. Qualifications and Experience (10 points)

### **3.2 Financial Proposal**

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

A sealed evaluation model shall be used for award evaluation purposes. The actual evaluation model shall be sealed and shall be available to all proposers upon issuance of the Intent to Award letter. No further Information as to the content will be given out prior to Intent to Award.

Proposer shall provide the methodology that will be used to calculate the convenience fee, if any, to be charged to the taxpayer and/or debtor on **Attachment G, Worksheet for Convenience Fee** in this RFP. The fee proposed shall be inclusive of all costs to perform the services required in this RFP. Fee shall be fixed and firm for the duration of the contract.

A Proposer's base cost score will be based on the cost information provided in **Attachment G Worksheet for Convenience Fee** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:      BCS = Computed cost score (points) for Proposer being evaluated  
                LPC = Lowest proposed cost of all Proposers  
                PC = Total cost of Proposer being evaluated  
                FPP = Financial Proposal Points

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The RFP establishes the acceptable level of service for all aspects of the Contractor's processing systems and operations. The performance requirements include:

1. Environment - All hardware and software required to operate and support the program must be operational. All program development activities and deliverables are complete, accurately tested, and implemented timely. All documentation related to the required services is complete, accurate and available for user review upon request.
2. General Controls - Logical system security to prevent unauthorized access to data is in place and maintained. Confidentiality measures are implemented and maintained. Physical security and internal controls for all sites and services required to prevent or minimize the risk of loss, destruction or theft of physical assets and unauthorized access has been established. Fail safe/disaster recovery procedures articulated in the technical response have been implemented.
3. Performance Monitoring - The Contractor must cooperate fully with the State or other authorized designees of the State for all performance monitoring audits and reviews.
4. Processing – All online systems must be available during the agreed upon times.
5. Transmissions. Files and Reports - All Contractor provided reports are accurate, complete, and legible. All data transmissions shall be able to be processed in accordance with requirements and procedures of this RFP.
6. The system shall provide an accuracy rate of 99.6% or higher for transmitted transaction data information provided by the taxpayer and/or debtor.

### **4.2 Performance Measurement**

The Contractor's performance will be evaluated through performance monitoring reviews and audits to assess the effectiveness of specific functions and/or processes to determine compliance with the Performance Requirements. The performance monitoring program will ensure that:

1. Appropriate controls are implemented and maintained for complete and accurate processing of drafts, reports, and electronic files.
2. Manual procedures and automated processing systems are implemented and maintained.

3. Security measures are implemented and maintained.
4. Disaster recovery and business continuity capability is maintained and consistent.
5. Complete and accurate documentation is present and maintained.
6. The average uptime will be measured on a thirty (30) consecutive day average on a twenty-four (24) hours per day, seven (7) days per week operations schedule. This means uptime will be measured based on the expectation that the system will be available twenty-four (24) hours per day, seven (7) days per week. The time span to be measured is thirty (30) consecutive days. Each thirty (30) consecutive day period measurement will be averaged and compared to the 99.6 benchmark. The uptime for the system is computed by dividing the time the system is available to taxpayers for making payments by the sum of that time plus system downtime. Mathematically the formula looks like this:  $\text{Uptime for system} = \text{Time System Available} / (\text{Time system available} + \text{time system down})$ . The system down time is that period of time when the system is unavailable to taxpayers for making payments.

#### **4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.



## **Attachment A: Scope of Work/Services**

### **1.0 Introduction**

The Louisiana Department of Revenue plans to continue providing Louisiana taxpayers a convenient electronic method for the payment of taxes, fees, and fines administered by the Department via credit cards and debit cards. The Louisiana Department of Revenue anticipates accomplishing this goal by entering into a contract with a Proposer who possesses a viable, pre-existing system for credit card and debit card processing via both the Internet and Interactive Voice Response (IVR). On behalf of the Department, the Contractor will provide the necessary services for the processing of taxes, fees and fines paid by the taxpayers and debtors of Louisiana through the use of credit cards and debit cards. The Louisiana Department of Revenue reserves the right to perform independent verification of Contractor's system and its ability to validate card data.

Personal Income Tax and Corporate Income tax returns are filed annually and are due on May 15th and April 15th respectively. Estimated tax payments for these taxes are due quarterly. All other taxes are generally filed and paid on a monthly basis with the due date being the 20th of the month. Meanwhile, non-tax debt payments are accepted at all times of the year. Therefore, the frequency and volume in which payments are accepted will vary.

### **2.0 General Mandatory Requirements**

Contractor shall be a certified card processor for VISA, MasterCard, Discover and American Express credit/debit cards. For purposes of this RFP, the Proposer shall include a statement in its RFP response which indicates whether it is a certified card processor. If awarded the RFP, proof of this certification will be required during the contract negotiation process.

The merchant agreement entered into pursuant to this RFP will be solely between the Contractor and the credit card companies and all issues regarding presentment, acceptability, and payment are solely between those parties. The State will not be a party to any contract made between Contractor and the credit card companies and will not be responsible for the payment to the credit card companies of the merchant card fees or discounts. The Contractor may charge taxpayers a convenience fee for the convenience of having an electronic payment authorized and made. The Contractor shall collect both the tax payment or non-tax debt payment and the convenience fee from the cardholder, and remit to the State the tax or non-tax debt payment portion. The Contractor shall post all charges to the cardholder's account.

Contractor shall also accept and process Electronic Check Services ("eCheck") electronic payments from personal and business checking and savings accounts. Accepting and processing eCheck electronic payments shall include verification of the account number and that the account has a positive balance. The Contractor shall also accept and process MoneyGram® cash payments from or at remote walk-up locations.

The Contractor shall operate a telephone IVR system (via 800 or equivalent number) and a website to capture payment information twenty-four (24) hours each day, three hundred sixty-five (365) days each year (24x7). IVR and website systems must accept MasterCard, VISA, Discover, and American Express credit/debit cards. IVR and website systems must be available weekends and holidays. Activity for a certain day will commence at 12:00 am CST and continue through 11:59 pm CST the same night.

Any and all IVR scripts and web design shall require final approval by the Louisiana Department of Revenue's designee.

The telephone IVR and internet website must be easily accessible to all taxpayers, including hearing impaired, speech impaired, and visually impaired users. The Contractor must ensure that there are processes in place, which are sensitive to and capable of, addressing the special needs of callers during the performance of activities required by this RFP.

The system must support the tax types identified in **Attachment B: Current Tax Types** of this RFP and any other tax types LDR deems appropriate to collect via credit card and debit card. The payments may be but are not limited to: payments on returns, payments for extensions to file returns, prepayments of personal income and corporation taxes and payment of delinquent taxes for all tax types. The system must also support non-tax debt collection types identified in **Attachment C: Non-Tax Debt Types** of this RFP and any other non-tax types LDR deems appropriate to collect via credit card and debit card. Notwithstanding the list of non-tax debts, the Contractor will not have to code or specify the different types of non-tax debts associated with a debtor's payment. Instead, the Contractor will simply need to transmit the Debtor's assigned number (provided by the agency) and the amount of the payment.

The system shall be a viable, COTS system for credit card and debit card processing or tax payments.

Information obtained from the taxpayer or the Louisiana Department of Revenue shall not be shared, sold, traded, or otherwise released to any other third party including public agencies, organizations, entities or individuals including the Contractor's affiliates, other than as required to complete the transaction. Additionally, the confidentiality provisions outlined in **Attachment D: State Tax Confidentiality** of this RFP shall be followed at all times.

Non-identifiable (demographic) data may be collected and stored. Such data must be completely protected and anonymous.

A Customer Service contact system must be available and easily accessible twenty-four (24) hours a day, three-hundred sixty-five (365) days a year (24x7) and shall provide a 99.96% up time availability. The taxpayers or Department representatives must be able to immediately contact a responsible department, unit or area within the Contractor's

organization who has the authority and ability to resolve a problem or issue. This contact will only provide support to the taxpayers not to process payments on behalf of the taxpayers.

The Contractor shall provide marketing material that supports public awareness of the availability of credit card and debit card payments. This shall also include eCheck and MoneyGram® payments for non-tax debt. The Contractor shall work with the Louisiana Department of Revenue to develop a collaborative marketing plan that supports public awareness of credit cards and debit cards for the payment of taxes, fines and fees or non-tax debt. The marketing plan will include specific marketing activities to be performed by both the Contractor and the Louisiana Department of Revenue. Marketing programs designed to increase both awareness and usage will be put in place before critical payment periods.

The Contractor shall be responsible for all Payment Card Industry (PCI) compliance regulations, audits, and accountability.

The Contractor shall utilize the State's authorized processing organization for payment card and check processing operations. The Contractor and the State's authorized processing organization shall be responsible for coordinating and interfacing with the State's authorized processing organization including understanding all technical interface requirements, communication with State's authorized processing organization technical staff, coordination of all development, testing, and production implementation.

ACH transactions, including E-checks, are currently processed by the State's central depository bank. Upon receiving a batch of transactions from a State Merchant, the Contractor must be able to separate and forward ACH transactions to the State's central depository bank for processing.

- The system shall provide immediate authorizations for the use of the credit or debit cards through industry standard edits that confirm the validity of the card number, expiration date and address.
- The system shall provide an electronic confirmation number as acknowledgement of the completed payment to the taxpayer and/or debtor.
- The system shall deliver daily credit and debit card receipts to the State's authorized processing organization, for deposit to a designated bank and bank account(s) on or before the third banking day after the banking day on which the transactions occurred. The State will be the merchant of record for card payments made to the State. If the State designates a third party for this role, the third party will act as a 'pass-through' entity that processes the funds to the State's bank account by accepting from the Contractor the funds received from credit card payments for settlement to the State's bank account.

- The system shall transmit via FTP to the Department no later than 7:00 a.m. Central Time daily files for tax and non-tax debt of all prior day transactions processed 12:00 midnight CT. This transmission shall be automated and shall always be done no later than 7:00 A.M. Central Time.
- The system shall maintain the confidentiality of all state tax, taxpayer, non-tax, debtor, credit card, debit and other information according to Louisiana statutes, and industry standards and **Attachment D State Tax Confidentiality** of this RFP.
- In person or online training shall be provided to personnel of the Louisiana Department of Revenue and the Office of Debt Recovery on an ongoing basis who will need to perform inquiries into the system.
- The Contractor shall provide a Customer Service contact available for immediate contact by taxpayers or personnel at the Louisiana Department of Revenue and the Office of Debt Recovery who can help with problems or issues for 24 hours a day, seven days of week.

### **3.0 Contractor's System Mandatory Requirements**

The system shall be fault tolerant and designed to provide availability twenty-four (24) hours a day, three hundred sixty-five (365) days a year (24x7) and shall provide a 99.96% up time availability. The Contractor's server that performs the processing must be located in a secure location in the United States and the Contractor must have a back-up site to eliminate or minimize disruption. The Contractor shall have redundancy in place to ensure a minimum of downtime.

Security and/or encryption shall be in place to provide a secure method of securing all transactions. The system must provide security protection to safeguard the taxpayer's credit card numbers, bank information and tax information. In addition, the system should also convey and instill trust with the public in order to gain acceptance.

The system shall not require a particular browser type or version on the taxpayer's computer for the internet portion of the system.

The internet portion of the system shall be accessible by taxpayers and debtors via a link on the Louisiana Department of Revenue's website, return filing applications and the Office of Debt recovery's non-tax debt payment system. The web pages presented to the taxpayer should give the taxpayer the impression they are interfacing with the Louisiana Department of Revenue rather than a third party. The system shall request of the taxpayer all information necessary to process the payment in the Department's tax and non-tax debt application(s). The data required of the taxpayer will be finalized during requirements gathering. Additionally, the system shall use the data passed through the request and request of the taxpayer or debtor any additional information necessary to process the payment in the Departments tax and non-tax debt application(s).

For information provided by the taxpayer or debtor, the system shall validate the format of the data to the extent possible without communication to the Department's database of taxpayer and debtor data.

The system shall use industry standard edits to confirm the validity of the credit card number, expiration date and billing address.

The system shall notify taxpayers and debtors of the dollar amounts of all fees to be charged to their credit or debit card and obtain their acknowledgements of the charges prior to initiating credit authorizations.

The convenience fee charged by the system shall be applied in a consistent manner for all credit/debit card taxpayers.

The system shall keep the convenience fee separate from the tax payment and only the tax payment will settle into the State's bank account(s).

The system shall electronically transmit all card transactions to the appropriate card-processing center, in real time, as the transactions occur, and balance and reconcile electronically captured transactions on a daily basis.

The system shall provide to the taxpayer and debtor an electronic confirmation number as acknowledgement of the completed payment.

The system shall deem electronic payment transaction to be received on the date the transaction was completed by the taxpayer or debtor. The time of completion is deemed to be when the confirmation number is issued to the taxpayer and/or debtor.

For credit card and debit card transactions, the system shall provide a transaction description on the taxpayer's and/or debtor's credit card or bank account statement indicating the non-tax debt payment and/or tax payment and convenience fee, when applicable, amount as a unique line. Exact wording will be determined and agreed to between the Contractor and the Department during development.

The system shall provide settlement of the Department's card transactions to the appropriate Card organizations and forward all non-tax debt and tax payments from card transactions to the respective and/or corresponding settlement account(s). Cash receipts in the settlement account must reconcile with the submitted report each day.

#### **4.0 Contractor Responsibilities**

The Contractor shall provide web security, including firewalls.

The Contractor shall maintain the confidentiality of any information relating to Louisiana Department of Revenue credit and debit card payments. This includes absolutely no disclosure or use of information collected during this transaction for any purpose other

than processing the transaction to the Louisiana Department of Revenue or in conformance with Credit Card Association rules. Information collected during this transaction shall not be disclosed or used for any purpose prohibited by Louisiana State Law.

Additionally, all financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Also, see **Attachment D: State Tax Confidentiality**, of this RFP.

The Contractor shall settle all credit card payment transactions in accordance with the standard timeframes as stated in the applicable merchant agreement.

The Contractor shall pay all credit card discount fees and other transaction fees.

The Contractor shall provide a Transaction Log report and an electronic flat file in ACH format on a daily basis of all non-tax debt payment and tax payment transactions processed the previous day. The report and file shall be provided no later than 7:00 A.M. CT of the next day following the transaction. In the event there are no transactions, the Contractor shall notify the Department of this fact in lieu of the flat file and Transaction Log. A specified email address shall be provided by LDR as email is the preferred means of notification.

The Contractor shall provide a daily report of all funds settled to the Department of Treasury's bank account(s). The report shall be provided no later than 8:00 A.M. CT of the day on which the funds are settled. The daily report, as well as all other reports and payment/deposits sent shall be sent/transmitted as two separate files, one for tax debts and another for non-tax debts.

The Contractor shall retain credit authorization logs and transaction records for such period of time as required by applicable law and rules, regulations and operation procedures of the respective card organizations, which records shall contain the following

information; transaction type, date and time of transaction, account number and expiration date, dollar amount of transaction, approval code, tax and/or debtor identification number, tax type and period end date. This requirement will survive the life of the contract.

The Contractor shall retain ten (10) banking days' worth of credit/debit card transactions for the purpose of recreating daily files in the event data is lost or destroyed.

The Contractor shall provide incident reports of any material network outages, work stoppages, or other payment processing problems. This includes, but is not limited to systemic problems related to authorizing on-line. The Contractor shall inform the Louisiana Department of Revenue's Project Manager or designee (which shall be named during the contract negotiation period) of all incidents within twenty-four (24) hours of occurrence or awareness, and shall provide an incident report within five (5) business days. Incident reports shall include a description of the incident, the cause, number of taxpayers impacted, duration of the incident, and actions taken to remedy the incident.

The Contractor shall provide the Louisiana Department of Revenue with logos, graphics, and other appropriate marketing materials for the Louisiana Department of Revenue's use in taxpayer communications at no cost to the State.

## **5.0 Louisiana Department of Revenue Responsibilities**

The Department will provide no financial consideration to the Contractor for credit/debit card related transactions.

The Department will provide the Contractor with the electronic file and record layout and specifications that will be transmitted to the Louisiana Department of Revenue for the posting of tax data related to credit/debit card payments.

The Department will provide the Contractor with the required information needed in regard to the financial institutions(s) designated by the Louisiana Department of Treasury to act on the Louisiana Department of Revenue's behalf for the settlement of funds in payment of non-tax debt and/or taxes owed.

The Department will provide the Contractor with electronic record formats for reporting.

The Department will provide a hyperlink from the Louisiana Department of Revenue's website to the Contractor's website.

The Department will review all notifications of reversal requests and either approve or deny the request.

The Department will provide input and recommendations to the Contractor on the marketing of the credit/debit card payment product.

The Department will promote the credit/debit card payment product in State non-tax debt and tax instruction booklets and/or other key State tax materials.

## **6.0 Program Implementation Reports**

The Contractor shall provide weekly implementation status reports. Such reports are due by the close of business each Monday for the preceding week through the Implementation date of the program. The report shall be provided to the Louisiana Department of Revenue's Project Manager or his/her designee. The report shall contain the following information:

- Date of report
- Contractor's Project Manager name
- Contractor's Project Manager's telephone number, fax number, email address
- Brief description of the work accomplished, emphasizing progress made since the last reporting period
- Description of any unresolved and/or anticipated problems, if any, name of the individual assigned to them, anticipated resolution date with recommendation for resolution, and if the issue(s) will impact the implementation schedule
- An estimate of the percent of work accomplished to date
- A statement on the status of the program as it relates to the work breakdown schedule, either confirming that the task is on schedule or explaining the nature and extent of the pending delay

### **Daily Reports**

The Contractor shall provide a Daily Transaction Log and payment files of all transactions processed by midnight of the previous day. The information to be provided and the format of the Daily Transaction Log will be mutually agreed upon between the Contractor and the Department during requirements gathering of the implementation phase. This log is due simultaneously with the submission of payments, which is by 8:00 A.M., Central Time (CT) on the following business day.

The Contractor shall provide daily production reports. The reports shall cover the post implementation progress of the program. Daily reports shall be provided no later than 8:00 A.M. Central Time and should include all prior day transactions and cumulative volumes. Aggregate and cumulative payment volumes as well as counts by payment type shall be provided. Copies of the report shall be provided to the Louisiana Department of Revenue's Project Manager or designee.

### **Monthly Reports-Statistical Reports**

The Contractor shall provide monthly statistical production reports. The reports shall cover the post implementation progress of the program. Monthly reports, covering information for the previous calendar month, shall be provided by the 16th calendar day of each month



or the Friday prior to the 16th if the 16th falls on a holiday or weekend. The report shall include all prior month transactions. Aggregate and cumulative payment volumes as well as counts by payment type shall be provided. Copies of the report shall be provided to the Louisiana Department of Revenue's Project Manager or designee.

All reports will be provided at no cost to the State.

## **7.0 Proposed Implementation**

The Louisiana Department of Revenue wishes to continue providing credit card and debit card payment processing services to Louisiana debtors and taxpayers without a break in service. The Contractor must be able to provide credit card and debit card payment processing services beginning on a date agreed upon between the Department and Contractor. The successful Proposer awarded a contract as a result of this RFP shall agree to work with the existing contractor to transition the services.

Likewise, it shall be incumbent upon the awarded Contractor, at the expiration or termination of the contract, to continue services to transition to a new system, until new services are completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor, without a break in service to Louisiana debtors and taxpayers.

## **Attachment B: Current Tax Types**

Tax types include, but are not limited to the following:

- Individual Income Tax
- Corporation Income/Franchise Tax
- Withholding Tax
- General Sales Tax
- Automobile Rental Excise Tax
- Hotel/Motel Tax for Jefferson/Orleans Parish
- Hotel/Motel Tax-Statewide
- NOEH Hotel Room Occupancy Tax
- Severance Tax for 011
- Severance Tax for Gas
- Severance Tax for Minerals
- Severance Tax for Timber
- Natural Gas Franchise Tax
- Oilfield Site Restoration Fee (Gas)
- Oilfield Site Restoration Fee (Oil)
- Alcohol Tax
- Beer Tax
- Gasoline Dealer Tax
- Gasoline Jobber Tax
- Gasoline User Tax
- Hazardous Waste Tax
- Inspection and Supervision Fee
- Special Fuels Decals
- Special Fuels Supplier Tax
- Special Fuels User Tax
- Tobacco Tax
- Tobacco Permits
- Transportation and Communication Tax
- Direct Shipper Tax
- IFTA Tax
- IFTA Decals
- IFTA Applications
- Individual Income Extension Requests
- Individual Income Estimated Declarations
- Direct Marketer

**Any other tax type the Department deems appropriate to collect via credit/debit card.**

## **Attachment C: Non-Tax Debt Types**

Non-tax debts will all be coded in accordance with the specific debtor code that ODR assigns to each debt and/or debtor. Notwithstanding, the types of non-tax debt collected by ODR (including any and all fines and fees associated with the debt) include but are not limited to the following agency-related debts and/or debt types:

- Corrections
- Court Fines and Penalties
- Permit fees and fines
- Vehicle Insurance Cancellations fines
- Parking Fines
- Probation and Parole Costs and Fees
- Payroll Overpayments
- Supervision fees, processing fees, technology fund fees
- Student Loan
- Tuition Fees
- Traffic Tickets
- Water Bills
- Sewerage Fees

Any other non-tax type the Department deems appropriate to collect via credit/debit card.

Notwithstanding this list of non-tax debts, the Contractor will not have to code or specify the different types of non-tax debts associated with a debtor's payment.

## **Attachment D: State Tax Confidentiality**

### **1.0 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the services in the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements applicable to the State.

In its handling of any returns of taxpayers or other records and files of the Louisiana Department of Revenue, or information derived there from, the Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, the Contractor recognizes that La. R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47:1508.

The Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly justify the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with the contract.

The Contractor agrees and assures that data, material, and information gathered based upon the contract or disclosed to the Contractor for the purpose of the contract will not be disclosed to other parties or discussed with other parties without the prior written consent of the State.

### **2.0 PERFORMANCE**

In performance of the contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use federal tax information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- (3) Any tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the

contract. Disclosure to anyone other than an officer or employee of the Contractor is prohibited.

- (4) All tax returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) At the end of the contract, the Contractor certifies that the data processed during the performance of the contract will be completely purged from all data storage components of the Contractor's computer facility, and no output will be retained by the Contractor at the termination or end of the contract period. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency Project Manager or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency Project Manager or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and active to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under the contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

### 3.0 CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long

as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Publication 1075 Section 10) For

both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

#### 4.0 INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under the contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

## **Attachment E: Sample Generic Contract**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### **1. CONTRACT**

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

### **2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

#### **2.1. PERFORMANCE REQUIREMENTS**

#### **2.2. PERFORMANCE MEASUREMENT/EVALUATION**

#### **2.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of this contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If Contractor proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

### **3. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.



Changes to this Contract include any change in a) compensation; b) beginning/ending date of this contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

#### **4. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **5. HEADINGS**

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

#### **6. PAYMENT TERMS**

The State Agency shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment “\_\_”** to this contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### **7. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### **8. DELIVERABLES**

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

#### **9. TAXES**

Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_\_”** to this contract. State agencies are exempt from all State and local sales and use taxes.

#### **10. TERMINATION**

The State of Louisiana has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract

provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

#### **10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **11. OWNERSHIP**

All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

## **13. WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

## **14. WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this contract that results in the termination of this contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this**

**Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **16. INSURANCE AND BONDS**

### **16.1. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (*in accordance with Section(s) \_\_\_\_\_ of the RFP*). The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

### **16.2. PERFORMANCE BOND**

Contractor shall provide a Performance Bond (Surety Bond) in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

### **16.3. FIDELITY BOND**

The Contractor shall be required to provide a Fidelity Bond in the amount of \$\_\_\_\_\_ to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its

agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of \_\_\_\_\_ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

## **17. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

## **18. SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

## **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the Dept. of \_\_\_\_\_, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

## **26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

## **27. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

## **28. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **29. TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

## **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **32. RECORD RETENTION**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.



### **33. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **34. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **35. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **36. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **37. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **39. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

#### 40. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### 41. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Procurement

Date: \_\_\_\_\_

## **Attachment F: Insurance Requirements for Contractors**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Worker's Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employer's liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employer's Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily and property damage liability for owned, hired and non-owned automobiles.

#### **4. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible& or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

## 1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

- a. Coverage shall not be canceled, suspended, or violated by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

## D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully 'authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana  
Its Officers, Agents, Employees and Volunteers  
P.O. Box 94095  
Baton Rouge, Louisiana 70804-9095  
Project or Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **Attachment G: Worksheet for Convenience Fee**

<b>Tax Payment Range</b>	<b>Convenience Fee Amount or Percentage</b>
\$0.01 - Range 1 upper limit	
Range 2 lower limit -Range 2 upper limit	
Range 3 lower limit-\$99,999,999.99	

Proposers must provide as many rows for their convenience fee calculation methodology as needed for evaluating the convenience fee on any tax payment ranging from \$0.01 to \$99,999,999.99.

### **EXAMPLES OF HOW TO COMPLETE THE WORKSHEET**

**METHODOLOGY 1-A single percentage is used for all transactions**

<b>Tax Payment Range</b>	<b>Convenience Fee Amount or Percentage</b>
\$0.01-\$99,999,999.99	1.00%

**METHODOLOGY 2-Tiered pricing using multiple percentage rates**

<b>Tax Payment Range</b>	<b>Convenience Fee Amount or Percentage</b>
\$0.01-\$1,000.00	1.00%
\$1,000.01-\$10,000.00	0.90%
\$10,000.01-\$99,999,999.99	0.75%

**METHODOLOGY 3-Tiered pricing using a combination of fixed fee and percentage**

<b>Tax Payment Range</b>	<b>Convenience Fee Amount or Percentage</b>
\$0.01-\$100.00	\$5.00
\$100.01-\$99,999,999.99	5.00%

**METHODOLOGY 4-Tiered pricing using multiple fixed fees**

<b>Tax Payment Range</b>	<b>Convenience Fee Amount or Percentage</b>
\$0.01-\$1,000.00	\$5.00
\$1,000.01-\$10,000.00	\$10.00
\$10,000.01-\$99,999,999.99	\$15.00

•• Range amounts are not to overlap between ranges.

## **Attachment H: Credit Card ACH File Requirements**

Field Name Data Elements and Separators	Field Size	S t a r t	Position	Contents	E n d
Segment Identifier	3	01	03	TXP	
Separator	1	04	04	*	
Louisiana Revenue Account Number	10	05	14	Numeric	
Separator	1	15	15	*	
Tax Type Code	5	16	20	See Section VIII	
Separator	1	21	21	*	
Tax Period End Date	6	22	27	YYMMDD (numeric)	
Separator	1	28	28	*	
Payment Amount Type1	1	29	29	T=Tax, U=Under Protest	
Separator	1	30	30	*	
Payment Amount	10	31	40	\$\$\$\$\$\$\$cc	
Terminator	1	41	41	\	
Filler	39	42	80	Spaces	